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10/618,236	07/11/2003	Victor C. York	HO-P02782US0	8594

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EXAMINER

RANGREJ, SHEETAL

ART UNIT	PAPER NUMBER
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3626

MAIL DATE	DELIVERY MODE
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06/05/2007

PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

## Office Action Summary

Application No.

10/618,236

Applicant(s)

YORK ET AL.

Examiner

Sheetal R. Rangrej

Art Unit

3626

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 11 July 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-20 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-20 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 11 July 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)            | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)   | Paper No(s)/Mail Date. _____                                      |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date <u>08/25/2003</u>  | 6) <input type="checkbox"/> Other: _____                          |

***Prosecution History Summary***

1. Claims 1-20 are pending.

**DETAILED ACTION**

***Claim Rejections - 35 USC § 112***

2. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

3. Claim 10 recites the limitation "said patient's signature". There is insufficient antecedent basis for this limitation in the claim.

***Claim Rejections - 35 USC § 102***

4. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

5. Claims 1, 6, 8-12, and 14 are rejected under 35 U.S.C. 102(b) as being anticipated by Klesse (U.S. Patent No. 5,583,760).

6. As per claim 1, Klesse teaches a method for obtaining payment for services provided by a healthcare provider to a patient via a servicer, comprising:

-said servicer receiving from said healthcare provider a finance agreement between said patient and said healthcare provider executed without access to said patient's credit history in which said patient agrees to make a periodic payment to said servicer (**Klesse: col. 3, 2-10**). The examiner interprets creation of an account with a provider to be the same as a finance agreement between a patient and a healthcare provider.;

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-said servicer periodically sending to said patient a request for said periodic payment (**Klesse: col. 4, 16-20; col. 4, 25-28**);

-said servicer periodically receiving from said patient a payment (**Klesse: col. 4, 32-34**); and,

-said servicer periodically sending to said healthcare provider a portion of said collected payment (**Klesse: col. 4, 25-28**).

7. As per claim 6, the method of claim 1 is as described. Klesse further teaches:

-said provider completing a finance worksheet with information obtained from said patient (**Klesse: col. 3, 11-23**);

-said provider completing a patient information worksheet with information obtained from said patient (**Klesse: col. 3, 2-10**); and,

-said provider populating said finance agreement with information from said finance worksheet and said patient information worksheet (**Klesse: col. 3, 24-32**).

8. As per claim 8, the method of claim 1 is as described. Klesse further teaches wherein said finance agreement is executed remotely using a network connection between said healthcare provider and said servicer (**Klesse: col. 3, 7-10**).

9. As per claim 9, the method of claim 8 is as described. Klesse further teaches wherein said network connection is an Internet connection (**Klesse: col. 3, 7-10**). The examiner interprets transmission to occur over an internet connection.

10. As per claim 10, the method of claim 8 is as described. Klesse further teaches further comprising the step of remotely obtaining said patient's signature over said network connection using an ID authentication device (**Klesse: col. 4, 37-42**).

11. As per claim 11, Klesse teaches a system for obtaining payment for services provided by a healthcare provider to a patient via a servicer, comprising:

-a finance agreement between said patient and said provider executed without access to said patient's credit history (**Klesse: col. 3, 2-10**);

-a first transmission means for transmitting said executed finance agreement to said servicer (**Klesse: col. 3, 7-10**);

-a collection means for periodically collecting payment from said patient according to said finance agreement's terms (**Klesse: col. 4, 44-46**); and,

-a second transmission means for transmitting a portion of said periodically collected payment to said provider (**Klesse: col. 4, 46-48**). The examiner interprets that there is a transmission means if the provider has been paid.

12. As per claim 11, the system of claim 11 is as described. Klesse further teaches wherein said first transmission means comprises electronic transmission over an Internet connection (**Klesse: col. 3, 7-10**). The examiner interprets electronically transmitting to include an internet transmission.

13. As per claim 14, the system of claim 11 is as described. Klesse further teaches wherein said second transmission means comprises an electronic funds transfer (**Klesse: figure 3, 310**).

***Claim Rejections - 35 USC § 103***

14. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

15. Claims 2, 4-5, 7, 15, 17, and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Klesse (U.S. Patent No. 5,583,760) in view of Whitney (U.S. Publication No. 2002/0111901).

16. As per claim 2, the method of claim 1 is as described. Klesse does not teach wherein said periodic payment is a monthly payment.

Whitney teaches wherein said periodic payment is a monthly payment (**Whitney: para. 0019, 1-4**).

One of ordinary skill in the art at the time the invention was made would have found it obvious to combine the teachings of Klesse and Whitney with the motivation of allowing customers to arrange future financial budgets and planning to accommodate the regular payment obligation. Many lending institutions (i.e. servicer) collect financial information to assess the likelihood of the borrower making timely payments of principal and interest if credit terms are granted. (**Whitney: para. 0004**)

17. As per claim 4, the method of claim 1 is as described. Klesse does not teach wherein said collected payment includes a principal amount and an interest amount and wherein said portion includes said principal amount.

Whitney teaches wherein said collected payment includes a principal amount and an interest amount and wherein said portion includes said principal amount (**Whitney: para. 0019, 11-14**).

Motivation to combine the teachings is as same as that of claim 2.

18. As per claim 5, the method of claim 1 is as described. Klesse does not teach wherein said collected payment includes a principal amount and an interest amount and wherein said portion excludes said interest amount.

Whitney teaches wherein said collected payment includes a principal amount and an interest amount and wherein said portion excludes said interest amount (**Whitney: para. 0019, 11-14**).

Motivation to combine the teachings is as same as that of claim 2.

19. As per claim 7, the method of claim 6 is as described. Klesse does not teach further comprising said provider completing a guarantor information worksheet.

Whitney teaches further comprising said provider completing a guarantor information worksheet (**Whitney: figure 4c, 228**).

Motivation to combine the teachings is as same as that of claim 2.

20. As per claim 15, Klesse teaches a method for collecting a self-pay/co-pay debt obligation owed to a healthcare provider by a patient using a servicer, comprising:

- said healthcare provider executing a finance agreement with said patient for said self-pay/co-pay obligation without access to said patient's credit history (**Klesse: col. 3, 2-10**);

- said healthcare provider transmitting said finance agreement to said servicer (**Klesse: col. 3, 2-10**);

- said servicer sending a credit card styled request to said patient for payment according to said finance agreement's terms (**Klesse: col. 4, 16-20; col. 4, 25-28**).

Klesse does not teach said servicer receiving said payment from said patient, wherein said payment comprises a principal portion and an interest portion; and, said servicer transmitting said principal portion to said healthcare provider.

Whitney teaches said servicer receiving said payment from said patient, wherein said payment comprises a principal portion and an interest portion (**Whitney: para. 0019, 11-14**); and, said servicer transmitting said principal portion to said healthcare provider (**Whitney: para. 0019, 11-14**).

Motivation to combine the teachings is as same as that of claim 2.

21. As per claim 17, the method of claim 15 is as described. Klesse further teaches wherein said receiving step comprises receiving an electronic payment from a patient accessing a World Wide Web site over the Internet (**Klesse: figure 3, 310**).

22. As per claim 19, the method of claim 15 is as described. Klesse further teaches wherein said healthcare provider transmitting step comprises transmitting said finance agreement electronically by accessing a World Wide Web site over the Internet (**Klesse: col. 3, 7-10**). The examiner interprets electronically transmitting to include an internet transmission.

23. Claims 3 and 13 are rejected under 35 U.S.C. 103(a) as being unpatentable over Klesse (U.S. Patent No. 5,583,760) in view of Boyer et al. (U.S. Patent No. 6,208,973).

24. As per claim 3, the method of claim 1 is as described. Klesse does not teach wherein said request is a credit card styled statement.

Boyer teaches wherein said request is a credit card styled statement (**Boyer: figure 5**).

One of ordinary skill in the art at the time the invention was made would have found it obvious to combine the teachings of Klesse and Boyer with the motivation of providing a faster



more efficient collection of payment and for letting patients pay for medical services at participating providers (**Boyer: col. 2, 34-51**).

25. As per claim 13, the system of claim 11 is as described. Klesse does not teach wherein said collection means comprises credit card styled account statements.

Boyer teaches wherein said collection means comprises credit card styled account statements (**Boyer: figure 4, 216; figure 5**).

Motivation to combine the teachings is as same as that of claim 3.

26. Claims 16 and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Klesse (U.S. Patent No. 5,583,760) in view of Whitney (U.S. Publication No. 2002/0111901) and further in view of Freeman, Jr. et al. (U.S. Patent No. 6,012,035).

27. As per claim 16, the method of claim 15 is as described. Klesse and Whitney do not teach wherein said servicer is an affiliate of said healthcare provider.

Freeman teaches wherein said servicer is an affiliate of said healthcare provider (**Freeman: col. 3, 46-48**).

One of ordinary skill in the art at the time the invention was made would have found it obvious to combine the teachings of Klesse in view of Whitney with Freeman with the motivation of having prearranged service availability with particular health care providers where access, availability, and methodology of treatment modalities are directly related to the structure and the payment mechanism inherent in vertically oriented organizations and related systems (**Freeman: col. 1, 41-47**).

28. As per claim 20, the method of claim 15 is as described. Klesse and Whitney do not teach further comprising the steps:

- said servicer scoring a plurality of patients based on their payment habits;
- said servicer creating a report summarizing the results of said scoring step;
- said servicer transmitting said report to said provider; and,
- said provider creating a score for said patient and modifying said finance agreement's terms based on said report and said score.

Freeman teaches further comprising the steps:

- said servicer scoring a plurality of patients based on their payment habits (**Freeman: col. 9, 15 to col. 10, 5**);
- said servicer creating a report summarizing the results of said scoring step (**Freeman: col. 9, 15 to col. 10, 5; col. 8, 50-53**);
- said servicer transmitting said report to said provider (**Freeman: col. 8, 50-53**). The examiner interprets that the reports are requested by the provider and transmitted when they have been generated.; and,
- said provider creating a score for said patient and modifying said finance agreement's terms based on said report and said score (**Freeman: col. 9, 8-14**). The examiner interprets assessment of risk is used by many insurance companies to modify their insurance for the patient, which in turn is a finance agreement between a provider and patient.

One of ordinary skill in the art at the time the invention was made would have found it obvious to combine the teachings of Klesse in view of Whitney with Freeman with the motivation of having useful assessments of treatment effectiveness, insurance company

performance profitability, and conformance with cooperative group requirements (**Freeman: col. 2, 59-64**).

29. Claim 18 is rejected under 35 U.S.C. 103(a) as being unpatentable over Klesse (U.S. Patent No. 5,583,760) in view of Whitney (U.S. Publication No. 2002/0111901) and further in view of Boyer et al. (U.S. Patent No. 6,208,973).

30. As per claim 18, the method of claim 15 is as described. Klesse and Whitney do not teach wherein said receiving step comprises receiving an electronic payment from a patient using a Stored Value Card.

Boyer teaches wherein said receiving step comprises receiving an electronic payment from a patient using a Stored Value Card (**Boyer: figure 4, 200**).

Motivation to combine the teachings is as same as that of claim 3.

### *Conclusion*

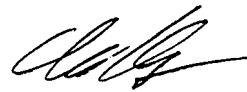
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Sheetal R. Rangrej whose telephone number is 571-270-1368. The examiner can normally be reached on M-F 8:30-5:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas can be reached on 571-272-6776. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

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5/24/05

  
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